

The complaint

Miss T has complained that Mitsubishi HC Capital UK PLC trading as Novuna Personal Finance “NPF” declined her claim against it under Section 75 of the Consumer Credit Act 1974 (The Act).

What happened

Miss T bought a boiler including installation in December 2024 from a supplier I’ll refer to as B. The purchase was funded with a fixed sum loan agreement with NPF. The total amount payable was just over £5,000, and the monthly payment was just under £84 a month. The term of the loan was 72 months, including a deferral period of 12 months.

Following the installation of the boiler in early January 2025, Miss T raised concerns with B that its agent had caused damage to her property. She emailed B on 4 January 2025 raising concerns with workmanship (poorly fitted pipework), informing them she didn’t realise that she’d have to arrange separately for the thermostat to be fitted, and asking whether B had completed a system flush and inhibitor. B responded that it would arrange for its contractor to return to respond to Miss T’s concerns, but Miss T didn’t want the same contractor to visit her property as she wasn’t happy with the way they’d completed the installation. She subsequently highlighted concerns over damage to her roof, poorly fitted pipework, damaged insulation, reiterated that the system flush hadn’t been completed and that the thermostat hadn’t been fitted.

On 11 January 2025, a different engineer was sent by B who Miss T says agreed that the system had been poorly installed and it required a removal and reinstallation which would take a full day. The engineer however missed his morning appointment on 15 January 2025, and Miss T says after some chasing, was advised at noon that day that B required a part so would have to re-arrange. After this Miss T wrote to B to say she was now electing her short term right to reject the boiler. She refused any further attempt by B to remedy the issues she’d complained about. She also contacted NPF at this time to inform it of her decision to reject the boiler.

On 27 January 2025, a gas safety engineer completed an inspection of the boiler installation and produced a report on 4 February 2025. My understanding is that the gas safety engineer marks remedial works under four levels of classification – works that are deemed to be “immediately dangerous”, “at risk”, “not to current standards” and not compliant with “building regulations”. This report recorded five issues that didn’t meet current standards and 2 that didn’t comply with current building regulations. But nothing on this report suggested that the boiler is not otherwise in working order or Miss T was in danger of harm. It didn’t comment on the other issues Miss T had previously highlighted regarding the poor workmanship issues.

Later in February 2026, I can see B contacted Miss T to explain it was now legally obligated to remedy the issues noted on the gas safety report, but Miss T still refused to allow B to attend to remedy the issues, insisting on exercising her short term right to reject the boiler. My understanding is the gas safety register closed down its file due to B being unable to enter Miss T’s property to carry out the remedial works.

In March 2025, NPF wrote to Miss T that B was willing to complete the rectification works, and it felt she should allow it to do this. It explained that there was no fault with the goods, Miss T did not have a short term right to reject the goods but should allow B to complete the fitting and remedial works identified. Unhappy Miss T explained that B was only entitled to one attempt to remedy the issues, and as she'd allowed two visits, she felt entitled to reject the goods.

Miss T referred her complaint to this service. NPF subsequently issued a final response offering her £75 compensation for the time it took to respond to her complaint but explaining its decision remained unchanged. Before our investigator completed her review of the complaint, NPF offered to increase its offer of compensation to £400 and arrange a company other than B to attend to remedy the issues Miss T had complained about.

Miss T at this time explained she still wanted to reject the boiler but wanted to keep the boiler (to replace the old boiler B had removed when it installed this one). She could pay a different company to install it correctly. She still wanted the entire finance agreement cancelled and wanted to make no payments towards it.

Our investigator subsequently reviewed the complaint and felt there was sufficient evidence that there had been a breach of contract on the part of B that NPF was now liable to remedy. She felt that NPF ought to have allowed Miss T to reject the boiler in January 2025 when she initiated the rejection. To put things right, she recommended that the finance agreement be cancelled, any payment made be refunded with 8% interest, any adverse information on Miss T's credit file be removed, and NPF should arrange for the boiler to be removed at its own cost. She also recommended NPF pay Miss T compensation of £500 for the impact the delays in complaint handling had on Miss T.

NPF said it would put things right in line with our investigators recommendation, but Miss T did not agree. She said she wanted £1000 compensation for the distress and inconvenience she experienced, she wanted to cancel the agreement as well as keep the new boiler, as her old boiler had been removed. And she explained she had increased utility costs due to the way the boiler had been installed, and the price of a new comparable boilers had since gone up. So, she wanted to be compensated for that. She also pointed out that she hadn't made any payments towards the agreement as she was still within her 12 month deferral period, so she wouldn't be refunded any payments or receive 8% interest.

Our investigator explained that the increase in boiler costs weren't directly attributable to the breach of contract, that as Miss T didn't have any utility bills from the previous year, she couldn't evidence what if any of her utility costs was due to the new boiler. So, her view remained unchanged.

As the complaint couldn't be resolved, the case has been passed to me, and I've been asked to make a decision.

On 20 November 2025, I sent Miss T and NPF my provisional decision setting out why I was minded to upholding the complaint but recommending different redress. I asked both parties to submit any further evidence or make any final comments before I completed my review of the complaint. Both parties responded to my provisional findings, and I will address their concerns below.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable

in the circumstances of this complaint.

In my provisional decision I explained the following:

Having carefully considered everything provided, I am currently minded to upholding this complaint and I will be recommending a remedy that I think is fair and in line with the law. I'll explain why.

Firstly, I'd like to reassure Miss T and NPF, that I have considered all their concerns carefully, but I will only be dealing with the most salient parts of this complaint in this decision as I'm required to decide matters quickly and with minimum formality.

It may be helpful to explain that I need to consider whether NPF – as a provider of financial services – has acted fairly and reasonably in the way it handled Miss T's claim. There are certain conditions that need to be met for s.75 to apply. From what I've seen, those conditions have been met, and NPF seems to agree that s.75 applies.

I've considered if there is persuasive evidence of a breach of contract or misrepresentation by B that means NPF should have offered a different remedy to what it eventually offered in response to Miss T's complaint.

I don't think this is a claim for misrepresentation. I think Miss T is alleging that B failed to deliver what it had offered under the contract which is to supply a boiler and install it correctly and therefore, I have focussed on her claim for breach of contract.

The Consumer Rights Act 2015 (CRA) is relevant to this complaint. The CRA implies terms into the contract that goods must be of satisfactory quality, and suppliers must perform any services with reasonable care and skill. The CRA also sets out what remedies are available to consumers if statutory rights under a goods or services contract are not met. So, I've gone on to consider whether there has been a breach of an implied term of the contract with B and if so, what the applicable remedy should be.

Usually, in a claim like this, I would expect to see a report from an independent expert detailing that the issues Miss T has claimed for is as a result of B failing to exercise reasonable care and skill. While Miss T hasn't submitted that, she has provided the gas safety report which does show that the boiler requires remedial works to bring it up to standard and to meet building regulations. And the contractor that B sent out on 11 January 2025 also appears to have agreed with Miss T that the boiler needs remedial works. While this contractor hasn't detailed exactly what was required, no party seems to dispute that the boiler needs works to remedy all the outstanding issues. I have to bear in mind, that while I've seen what the gas safety engineer has noted regarding the boiler installation, I haven't seen any evidence from an independent party to corroborate Miss T's claims regarding damage to her property. But I have seen the pictures Miss T has submitted and can see that she has raised concerns over this almost immediately following the installation. The invoice from B does include the installation of the thermostat in its contract so I think Miss T is correct in stating this should also have been installed by B.

So, I think Miss T has done enough to establish that there has been a breach of contract on the part of B, and NPF, as the finance provider is liable to put this right.

So now I move on to consider the most appropriate way to put matters right. During the course of this complaint NPF has made a range of offers in order to put things right initially from offering £75 compensation and insisting on B putting things right, to £400 compensation with a separate company attending to put matters right. And Miss T has also considered a range of remedies from a separate company fixing the issues to a complete

rejection of the boiler and cancelling the agreement, to a cancellation whilst retaining the boiler.

Firstly, I think it may be helpful to set out my understanding of the current position with the law and the applicable remedies under the CRA. The short term right to reject goods is generally applicable when goods are faulty, but Miss T's new boiler is not faulty. In fact, Miss T has requested to keep it so she can have a separate company re-install it. I also haven't seen any evidence from any party (the gas safety register, B's second contractor or even Miss T's comments) which alludes to the boiler itself being faulty. This indicates that the boiler itself is of satisfactory quality. The short term right to reject is generally only applicable where there is evidence of faulty goods so isn't applicable in this case.

In a contract like this where there is both a goods element and service element to the contract, it depends on what the breach of contract is, to determine the applicable remedy. It seems to me that the boiler hasn't been installed correctly, which relates to the service element of the contract. Where there has been a service failing, the initial remedy is for the service to be performed correctly (often referred to a right to a repeat performance) or if that fails a right to a price reduction. There may be instances where it would be appropriate for Miss T to eventually reject the boiler, but it would only be appropriate for any further remedies to be considered if B fails to remedy the issues within a reasonable timeframe and without causing significant inconvenience to the consumer.

I appreciate Miss T would like the contract cancelled so she pays nothing towards it but would like to retain the boiler. I don't think it's fair for Miss T to retain a brand new boiler and pay nothing at all, this isn't a remedy available to her under the CRA and would lead to significant betterment. So as explained by our investigator, this isn't something that I could fairly order NPF to offer.

I also understand Miss T feels B has had two attempts at repairing the boiler and having failed to do so, she feels entitled to reject the contract whilst retaining the boiler. But I'm afraid I don't agree.

It seems to me that B sent a new contractor, who hadn't completed the installation, to Miss T on the 11 January at her request. Miss T didn't want the original engineer to visit due to it failing to do a good job in the first place and B accommodated her request. This contractor wouldn't have known what was required to remedy the issues. It is not unusual in cases like this for a visit to take place in the first instance to investigate and agree what's needed to be put right before attempting to put it right. I appreciate it was inconvenient for Miss T when B's second contractor didn't attend due to requiring a part that was needed on the second appointment. I have no doubt it must have been frustrating for Miss T. But it doesn't look like B has actually attempted to remedy the issue. Visiting Miss T's property to examine the boiler, and missing an appointment due to requiring a part, doesn't in my view, equate to having attempted to remedy the issue.

B has consistently offered to put things right and has accommodated Miss T's request to use a different engineer to the one that originally installed the boiler. And it arranged for a visit around a week after installation and after the appointment on the 15th couldn't go ahead due to parts issues, it tried to rearrange another appointment. It had not been an unreasonable length of time at this point before Miss T refused to engage with B any further.

In my view, an attempt to remedy would be where the contractor attended an appointment, carried out a repair but failed to do so reasonably or confirmed it had been repaired but it later came to light that the repair hadn't remedied all or some of the issues – this is not what happened here. An attempt at repair may involve many appointments, investigative appointments and the works may take days depending on the complexity of the remedial

works needed. Visits are not the same as a remedial attempt.

While I fully appreciate how frustrated Miss T has been, based on what I've seen, and the rights and remedies set out under the law, I think it would be difficult for me to make a finding that B has already attempted to put things right once, and failed, and so Miss T is now entitled to demand other remedies. It doesn't look like any repairs have actually been attempted.

So, it's not clear to me that B has had a fair chance to put matters right or that it has failed to put matters right within a reasonable timeframe or caused any significant avoidable inconvenience. I appreciate when the appointment on the 15th didn't go ahead, B should have informed Miss T in advance that it required a part, so they'd have to re-arrange – and this is poor service.

So, I don't think Miss T is entitled to a cancellation of the agreement at this stage. I don't think NPF was incorrect in stating that, in all likelihood, Miss T isn't entitled to a short term right to reject and should allow B an opportunity to put things right. Investigative visits, ordering parts, and several days to complete remedial works may still only amount to one repair attempt, even if the engineer visited multiple times to complete all that work. Whilst I think Miss T has suffered from poor service (both in B not informing her that it wouldn't be able to attend the appointment on the 15 January, and for the time taken to respond to Miss T concerns by NPF), I don't think a full rejection of the boiler is fair at this stage. I think a repair by B would be the remedy she would be entitled to under the CRA.

So, I move on to what I think is a fair solution in this case. Usually, as explained above, I would expect B to be given an opportunity to remedy the issues, and for Miss T to allow this to take place. But given the time that's passed and Miss T's reluctance to work with B following the missed appointment, in order to bring matters to a resolution, as previously offered by NPF, I think allowing Miss T to complete the repair with an independent contractor of her own choice would be a fair compromise for both parties involved. I think Miss T ought to get three quotes on the costs of completing the remedial works. On receipt of this, NPF can elect which quote to select, and pay Miss T the costs of the remedial works. The credit agreement should remain unaffected. Once the remedial works is complete, at no cost to Miss T, she will have a boiler installed correctly, so its fair she should pay for it.

Compensation

I've thought about Miss T's concerns over the cost of a new comparable boiler, but as explained by our investigator, this isn't a direct consequence of the breach of contract. And in any event, as the remedial works should fix the issues Miss T has complained about, she shouldn't need to now incur this cost. I appreciate Miss T says she has lost her old boiler when B removed it to fit the new boiler – but as this remedy enables her to keep the new boiler and simply have it installed correctly, I don't think she needs to be compensated for the loss of her old boiler. And in any event, her old boiler needed replacement, which is why she likely bought this new one, so I don't think this loss is something that warrants compensation.

I understand Miss T wanted the costs of her utility bills refunded to her as she believes this was caused by the way the boiler was installed. But she does not have any utility bills from the preceding year as she only moved into the property in December 2024. Without comparable bills, Miss T is unable to evidence, what (if any) costs are associated with the boiler being poorly installed, and not simply due to normal usage during those months, or the rising cost of utilities, or cold weather periods. As she can't evidence what (if any) costs have been caused by the breach of contract, it is not something I can direct NPF to cover. I would add that much of the delay has also been caused due to B not being allowed to remedy the

issues sooner – so I have to bear that in mind too.

I appreciate Miss T has waited a considerable amount of time for a resolution, but that could have been avoided if B had been allowed to complete the remedial works as recommended by the gas safety engineer and as offered by B. So, while I appreciate that the boiler has been incorrectly installed, one appointment has been missed and Miss T has suffered some delay in NPF responding to her, I also have to take into consideration that B has consistently offered to put things right, has tried to arrange an appointment to fix things promptly on notification that something had gone wrong. And compensation for distress and inconvenience is not usually a recoverable loss under this type of claim.

Taking everything into consideration, I think a compensation payment of £75 originally offered by NPF is sufficient to compensate Miss T for the way the complaint has been handled by NPF. As explained above, compensation for the way NPF handled the original claim is not normally recoverable through a section 75 claim of this type.

Putting things right

- *Miss T should send to NPF three quotes with details of what remedial work is necessary to ensure the boiler is installed to a reasonable standard and the costs of doing so. This should include any remedial work needed to remedy any damage done to her property during the original installation.*
- *On receipt of this, NPF should select the quote it wishes to select and cover the costs of the quote to enable Miss T to instruct the company to complete remedial works.*
- *NPF should pay Miss T £75 compensation.*
- *As no payments have been made towards the loan agreement, there is no need to refund any payments Miss T has made.*
- *The loan agreement should otherwise remain unamended.*

I appreciate this remedy is significantly different to the remedy Miss T requested of cancelling the agreement, retaining the new boiler and £1000 compensation – but I don't think she'd be entitled to that under the CRA. So, while I appreciate she'll be disappointed with my findings, I think this is a fair and reasonable outcome. I would also reiterate NPF has made a few different offers during the course of this complaint, but did so on the misunderstanding that Miss T was entitled to a short term right to reject for a faulty boiler – which isn't the case. And these offers were in any event rejected by Miss T, so I can't fairly direct NPF to honour such offers now.

I would also point out that Miss T will not have to accept any final decision I make. And she will be free to pursue the matter through the courts if she remains unhappy with my findings.

Further submissions from NPF

NPF replied appearing to agree with my findings but wanted to highlight that any guarantees/warranties provided by B would not cover works carried out by a company of Miss T's choosing. Additionally, if she had any problems related to the works the company of her choosing completed, NPF would not be obligated to offer any remedies in relation to that, and Miss T would have to pursue them separately for that.

Further submissions from Miss T include:

- *Miss T agrees that the boiler itself is not faulty and the problems she's raised concerns about, relate to the service element of the contract. She again highlighted all the works she feels B failed to complete correctly.*

- Miss T says that Section 54 and 55 of the CRA allows a 30 day to reject the goods – and she tried to reject within 12 days. She feels if NPF had allowed her to reject the boiler when she requested it, on 15 January 2025, it would have avoided a significant amount of inconvenience she’s experienced.
- She reiterated her concerns over the gas safety certificate being incorrect and dated to the day before it was actually installed so it was illegal. And B didn’t rectify the issues within the time initially allocated by the gas safety engineer and only tried to do so when threatened with sanctions.
- She feels that under section 55 of the CRA, a scheduled and agreed repair appointment is an attempt at repeat performance, and she feels a missed appointment is a failed attempt.
- Miss T highlights that the engineer who visited on the 11 January 2025, ought to have details of the repair work necessary as she’d highlighted it promptly. He identified full days remedial works was required, and I’d commented that he would not have known what was required which she felt was incorrect.
- She felt she had not refused access too soon as she’d allowed two repair attempts, one on 11 January 2025, and one on 15 January 2025 when the engineer failed to attend and didn’t notify her of requiring parts until she chased B.
- She highlights that a repeat performance by a merchant must be done within a reasonable timeframe and without significant inconvenience to Miss T. She pointed out several instances of service issues prior to the installation, such as poor time-keeping and turning up to install the boiler without the right parts for the boiler even before the installation.
- Miss T clarified that her original boiler was over 20 years old but was in working order, and she’d ordered the boiler from B as she had wanted an upgrade. She only offered to keep the new boiler to save NPF the costs of removal, not to gain financially.
- The compensation of £75 was only offered by NPF for their delays in complaint handling, not for the inconvenience she suffered since she initiated her right to reject on 15 January 2025.

I want to clarify at the outset that I have summarised Miss T’s submissions and pointed out the parts that I think are key to her complaint. While I may not comment on everything she’s said, I have considered everything she’s submitted. Our rules allow us to do this.

It may also be helpful to set out that whilst this service has to take into consideration the rules, regulations and laws – ultimately we decide complaints on a fair and reasonable basis. But in order to help bring this complaint to a resolution, I think it may be helpful to set out the provisions Miss T has mentioned in her submissions.

I’ve copied the relevant sections of the CRA below.

54 Consumer's rights to enforce terms about services

- (1) The consumer's rights under this section and sections 55 and 56 do not affect any rights that the contract provides for, if those are not inconsistent.
- (2) In this section and section 55 a reference to a service conforming to a contract is a reference to—
 - (a) the service being performed in accordance with section 49, or
 - (b) the service conforming to a term that section 50 requires to be treated as included in the contract and that relates to the performance of the service.
- (3) If the service does not conform to the contract, the consumer's rights (and the provisions about them and when they are available) are—
 - (a) the right to require repeat performance (see section 55);
 - (b) the right to a price reduction (see section 56).

55 Right to repeat performance

- (1) The right to require repeat performance is a right to require the trader to perform the service again, to the extent necessary to complete its performance in conformity with the contract.
- (2) If the consumer requires such repeat performance, the trader—
 - (a) must provide it within a reasonable time and without significant inconvenience to the consumer; and
 - (b) must bear any necessary costs incurred in doing so (including in particular the cost of any labour or materials).
- (3) The consumer cannot require repeat performance if completing performance of the service in conformity with the contract is impossible.
- (4) Any question as to what is a reasonable time or significant inconvenience is to be determined taking account of—
 - (a) the nature of the service, and
 - (b) the purpose for which the service was to be performed.

56 Right to price reduction

- (1) The right to a price reduction is the right to require the trader to reduce the price to the consumer by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount).
- (2) The amount of the reduction may, where appropriate, be the full amount of the price.
- (3) A consumer who has that right and the right to require repeat performance is only entitled to a price reduction in one of these situations—
 - (a) because of section 55(3) the consumer cannot require repeat performance; or
 - (b) the consumer has required repeat performance, but the trader is in breach of the requirement of section 55(2) (a) to do it within a reasonable time and without significant inconvenience to the consumer.
- (4) A refund under this section must be given without undue delay, and in any event within 14 days beginning with the day on which the trader agrees that the consumer is entitled to a refund.
- (5) The trader must give the refund using the same means of payment as the consumer used to pay for the service, unless the consumer expressly agrees otherwise.
- (6) The trader must not impose any fee on the consumer in respect of the refund.

I have checked all relevant law, in addition to the above provisions Miss T has specifically referred to in her submissions, but while I'm sorry to disappoint Miss T, I still don't agree that the provisions related to a short term right to reject within a 30-day period is applicable in this case. I'm afraid, these provisions simply don't say that.

In Miss T's case, I have already accepted that she'd provided sufficient evidence that B failed to exercise reasonable care and skill when installing the boiler and therefore this amounted to a breach of contract. I took into considerations the facts related to the gas safety engineers report, and the failings of B related to this. There are multiple failings here, and that's not in dispute. What is in dispute is how to put matters right.

My understanding is that Miss T is entitled to a repeat performance, and if that fails, she's entitled to a price reduction. A repeat performance must be done within a reasonable timeframe and without significant inconvenience to Miss T.

The breach of contract happened at installation when the boiler was poorly installed. I don't doubt the service issues she experienced prior to the installation happened, but NPF is not obligated to remedy customer service concerns. Its only obligated to remedy a breach of contract and I want to remind all parties that I am looking at a complaint about NPF not B.

Since the breach of contract post installation, the only visits I have been notified of is that B has arranged a different engineer to visit on 11 January 2025, who visited as agreed. They checked the work of the previous engineer and agreed a full days remedial works was necessary. This engineer then agreed to complete the remedial works on the 15 January 2015 but wasn't able to do so due to requiring parts. I accept that the second engineer ought to have notified Miss T that they wouldn't be able to attend due to requiring parts, before she chased B. But I still don't agree that all of this amounts to an unreasonable amount of time or significant inconvenience. This all happened within a couple of weeks and two appointments, including the cancelled one.

Nothing in the provisions Miss T has mentioned says that each visit amounts to an attempt to repair. In my experience of cases of this nature, it is very common for an investigative visit to take place first, so both the merchant and consumers can agree the works required to remedy the breach of contract and the works to follow – which depending on the complexity of the work may require several more visits.

I would add that, while the engineer who visited Miss T's property on the 11 January would have had details of the works she'd complained about, it didn't complete the original installation. So wouldn't have known before the visit exactly what was required to complete the work. Merchants and consumers don't always agree that everything a consumer has complained about is required or related to the breach or a merchant may feel additional work is required which a consumer may not have noticed. So, an initial investigative visit is very usual in this sort of situation.

I appreciate Miss T has refused B an opportunity to attend to remedy the issues after the failed appointment on the 15 January due to her belief that she was entitled to a short time right to reject. But as explained I don't think that's correct. Under the CRA, Miss T was entitled to a repair (repeat performance) which B offered. I appreciate when parts can't be purchased in time, and the rescheduling of appointments can be inconvenient, but a certain amount of inconvenience is to be expected. It's only an unreasonable amount of inconvenience that would lead to Miss T being entitled to a price reduction and I don't think that happened here.

Despite this, I recommended a company of Miss T's choosing to complete the repair works and for NPF to cover the costs of this. This is essentially a price reduction amounting to the cost of remedial works. And Miss T is only entitled to this if it was accepted that B had failed to rectify the works within a reasonable time and without significant inconvenience. Given Miss T's complete lack of faith in B, I felt this was a reasonable compromise and NPF has agreed to this. So, in effect, Miss T is being offered by NPF a right to a price reduction, as if the attempt to repair had failed. I think that's a fair outcome in this complaint.

I appreciate Miss T feels she's entitled to more compensation than the £75 offered by NPF due to its failings related to complaint handling. But as explained previously, compensation for distress and inconvenience is not normally recoverable under this type of claim. Additionally, I don't think NPF's initial response that Miss T allow B to remedy the breach of contract was incorrect. And now it's offered to cover the costs of remedial works by a company of Miss T's choosing. So, with that in mind, I still don't agree that anything further is warranted in this case.

I've also considered NPF's comments regarding the guarantees and warranties provided by B. Nothing NPF has said is unusual or unfair. B would not be expected to provide any guarantees/warranties in relation to works carried out by a third party company of Miss T's choosing, although that company may provide its own guarantees. Additionally, as explained above, Miss T is strictly entitled to a repeat performance by B, in the first instance, and if that fails, she's entitled to a price reduction. Miss T has repeatedly refused the offer for B to remedy the works so in the interest of bringing matters to a close, I recommended and NPF has now accepted that it will cover the cost of a third party company remedying the works. As explained above essentially, its offering a price reduction, amounting to the costs of remedial works. If Miss T has any further problems with the company of her own choosing, she would have to pursue that matter separately.

Based on the above, I see no reason to depart from my findings as set out in my provisional decision. I am still of the view that Miss T isn't entitled to a short term right to reject the boiler and NPF covering the cost of remedial works by a company of Miss T's choosing is a fair way to put matters right. I also think a compensation payment of £75 is fair in this case.

Putting things right

- Miss T should send to NPF three quotes with details of what remedial work is necessary to ensure the boiler is installed to a reasonable standard and the costs of doing so. This should include any remedial work needed to remedy any damage done to her property during the original installation.
- On receipt of this, NPF should choose the quote it wishes to select and cover the costs of the quote to enable Miss T to instruct the company to complete remedial works.
- NPF should pay Miss T £75 compensation if not already done so.
- As no payments have been made towards the loan agreement, there is no need to refund any payments Miss T has made.
- The loan agreement should otherwise remain unamended.

As explained above, I have decided what I think is a fair and reasonable outcome based on the facts and circumstances of this case. I'm sorry to disappoint Miss T but I don't think I could safely conclude that she's entitled to all the remedies she's requested for the reasons explained. And ultimately Miss T does not have to accept my final decision. She is free to pursue the matter through the courts if she remains unhappy with my findings.

My final decision

For the reasons I've explained, I uphold this complaint. If Miss T accepts my decision, Mitsubishi HC Capital UK PLC trading as Novuna Personal Finance must put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 15 January 2026.

Asma Begum
Ombudsman